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6 Attorneys for Plaintiff, Vita-Pakt  
Citrus Products, Inc.

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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 VITA-PAKT CITRUS PRODUCTS, INC., a  
California corporation,

12  
13 Plaintiff,

14 v.

15 JANEL GROUP, INC., a New York  
corporation; MAERSK LINE, a foreign  
16 corporation; and, MAERSK AGENCY U.S.A.,  
INC., a Delaware corporation,

17 Defendants.  
18

Case No.

**COMPLAINT FOR DAMAGE TO  
CARGO**

19 COMES NOW plaintiff, VITA-PAKT CITRUS PRODUCTS, INC., a California  
20 corporation (hereinafter "Plaintiff"), and alleges as follows:

21 **GENERAL ALLEGATIONS**

22 1. At all times herein mentioned, Plaintiff was and now is a corporation organized  
23 and existing under and by virtue of law and duly authorized and was a party to the agreements  
24 regarding the 160 packages of frozen medium shaved lemon peel collectively consisting of a  
25 gross weight of 61,049.92 KG, transported in four ocean shipping containers (the "Shipment"), as  
26 described in the documents indicated in Schedule A.

27 2. Plaintiff is informed and believes, and thereon alleges, that defendants JANEL  
28 GROUP, INC., a New York Corporation, MAERSK LINE, a foreign corporation, and MAERSK

1 AGENCY U.S.A., INC., a Delaware Corporation (collectively “Defendants”) are now, and at all  
2 times material herein were, corporations duly organized and existing by virtue of law and  
3 engaged in business as common carriers for hire and transportation intermediaries within the  
4 United States and this judicial district, with places of business in this district.

5 3. Plaintiff is informed and believes, and thereon alleges, that a substantial part of the  
6 events giving rise to the claim occurred in this judicial district.

7 4. Plaintiff’s complaint contains a cause of action for damage to cargo arising under a  
8 statute of the United States, namely the Harter Act, 46 U.S.C. 30701, *et. seq.* and is therefore  
9 within the jurisdiction of this Court pursuant to 28 U.S.C. § 1331. Additionally, the Court has  
10 admiralty jurisdiction over these maritime contract claims pursuant to 28 U.S.C. § 1333. These  
11 are admiralty and maritime claims within the meaning of Rule 9(h) of the Federal Rules of Civil  
12 Procedure, as hereinafter more fully appears.

13 5. Plaintiff is informed and believes, and on that basis alleges, that the Shipment was  
14 received in good order and condition by Defendants on or about July 2, 2021. Plaintiff further  
15 alleges that in exchange for good and valuable consideration each defendant agreed to transport  
16 and carry the Shipment from the port of loading in Los Angeles, California, to the place of  
17 delivery in Osaka, Japan, and there deliver said Shipment in the same condition as when received.

18 6. The Shipment was placed upon the vessel MSC M/V Aurora V 1245.

19 7. The Shipment arrived in Kobe, Japan on or about August 23, 2021.

20 8. The Shipment was opened for plant quarantine inspection on or about August 24,  
21 2021. During the inspection it was discovered that not all of the cargo was frozen, despite the  
22 application for frozen cargo. The initial plant quarantine inspection was failed. The plant  
23 protection officer requested Suntory Spirits Limited (the “Consignee”) to submit the  
24 phytosanitary certificate issued at the loading port because the plant protection officer was  
25 concerned the Shipment could contain harmful insects. The phytosanitary certificate was  
26 submitted by the Consignee, and the containers passed plant quarantine inspection on or about  
27 September 27, 2021.

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**SECOND CAUSE OF ACTION**

**(Breach of Contract)**

14. Plaintiff refers to and incorporates herein by reference paragraphs 1-9 as though fully set forth herein. This cause of action is pled in the alternative.

15. Each defendant, under contracts of carriage, namely the bills of lading, described in Schedule A, and in return for good and valuable consideration, agreed to transport and carry the Shipment from the port of loading in Los Angeles, California, to the place of delivery is Osaka, Japan, and there deliver the Shipment in the same good order, condition, and quantity as when received to the lawful owner of the Shipment.

16. In breach of the contract, each defendant did not deliver the Shipment in the same good order, condition, and quantity as when received. To the contrary, the entire Shipment was deemed unusable upon receipt at the place of delivery.

17. By reason of each defendant's failure to deliver the Shipment in the same good order and condition, each defendant has caused a loss to Plaintiff in the sum of \$279,429.28, no part of which has been paid by any defendant, despite demand therefore.

WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**THIRD CAUSE OF ACTION**

**(Bailment)**

18. Plaintiff refers to and incorporates herein by reference paragraphs 1-9 as though fully set forth herein. This cause of action is pled in the alternative.

19. In receiving and arranging for the transport of the Shipment, either by themselves or through their agents, each defendant acted as a bailee for hire, setting up a bailment agreement as a matter of law. In breach of said bailment agreement, each defendant failed to safely deliver the Shipment in the same good order and condition. To the contrary, the Shipment was deemed unusable upon receipt at the place of delivery.

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B. That this Court decree payment by each defendant and to Plaintiff in the sum of the amount of \$279,429.28 for the total loss of the Shipment or another amount to be proven at trial, together with prejudgment interest thereon and costs of suit herein;

C. That Plaintiff receive such other and further relief as in law and justice it may be entitled to receive.

Respectfully Submitted,

Dated: April 29, 2022

KLEIN, DENATALE, GOLDNER  
COOPER, ROSENLIB & KIMBALL, LLP

By: /s/ BARRY L. GOLDNER  
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Products, Inc.